

JUL 11 1977 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

RELEASE AND BILL OF SALE

WHEREAS, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter referred to as "Railway") has heretofore executed and delivered to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, (hereinafter referred to as "Bank") that certain Security Agreement dated as of November 13, 1968, (hereinafter referred to as "Agreement") mortgaging certain miscellaneous equipment described on Schedule A attached to the Agreement (hereinafter referred to as "Equipment"), as security for the indebtedness of the Railway; and

WHEREAS, by Amendment to Security Agreement dated November 13, 1968, Agreement was amended by substituting Schedule A-1 attached hereto for Schedule A attached to the Agreement; and

WHEREAS, by Statement of New Numbers dated as of December 29, 1975, executed by Railway and consented to by Bank, Railroad Nos. 19-1340 and 19-1349 were changed to Railroad Nos. 17-2714 and 17-2720, respectively; and

WHEREAS, effective June 1, 1972, Railway assigned all of its interest in said Security Agreement and the Equipment to CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter included in the term "Railway"); and

WHEREAS, the indebtedness secured by said Agreement has been fully paid, discharged and satisfied and the conditions and obligations with respect to the Equipment have been satisfied in full and the Bank has been requested to release the lien of said Agreement;

NOW, therefore, Bank, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railway, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Agreement.

Bank does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Bank or arising out of any act, obligation or liability on its part. The Bank hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Bank.

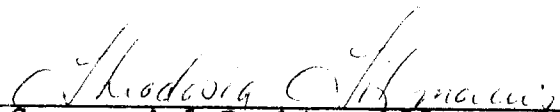
IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, acting in accordance with the terms and conditions of the aforementioned Security Agreement has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Commercial Banking Officer, this 27th day of June, A. D. 1977.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By


Vice President

ATTEST:


Commercial Banking Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Eileen Hudson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that PETER D. Horne and Theodosia Fitzmckis, to me personally known and known to me to be, respectively, a Vice President and a Commercial Banking Officer of Continental Illinois National Bank and Trust Company of Chicago and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and a Commercial Banking Officer of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 27th day of June, A. D. 1977.

Eileen Hudson
Notary Public

MY COMMISSION EXPIRES
SEPTEMBER 22, 1978

SCHEDULE A-1

1 of 3

OF

SECURITY AGREEMENT BETWEEN

CHICAGO AND NORTH WESTERN RAILWAY COMPANY, DEBTOR

AND

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY, AGENT-SECURED PARTY

DATED NOVEMBER 13, 1968

RAILBOUND

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Railroad's System Number</u>	<u>Original Final Cost</u>
4	Jackson Model 2104 Lightening Bugs, Serial Nos. 115000 through 115003	None	\$ 15,900.00
4	Jackson Model 2100 Eight Point Tampers, Serial Nos. 112101, 112102, 112103 and 112112	17-1903 thru 17-1906	139,812.00
1	Model 40 Burro Crane, Serial #40-251 complete with accessories	17-1884	63,355.63
1	Fairmont W87 Series D Tie Bed Scarifier, Serial #231366	17-1895	16,434.91
2	Fairmont W24 Series C Weed Mowers, Serial Nos. 231371 and 231384	17-1896 and 17-1897	16,885.15
1	Raco Model "C" Power Track Wrench with eight horsepower gas engine, micro cut out, enclosed moving parts except for chucks, complete with transverse carriage. Serial #6467-7	17-1910	3,052.51
1	Kalamazoo Pre-Gauger Tie Plate Sweeper Car, Serial #12FH1	17-1883	5,875.00
2	Remington Model 23 Rail Grinders com- plete with all accessories	17-1886 17-1887	2,696.06
1	Junior Electromatic Tamper, Model UDM- JSR, complete with Jacking, sighting and remote control, fully insulated and including standard spare parts, Serial #661738	17-1913	38,024.45
3	Kershaw Heavy Duty Ballast Regulators with broom attachments		69,557.68
<u>Regulator Ser. No. Broom Att. Ser. No.</u>			
	4FW-526	2FB-641	17-1900
	4FW-527	2FB-642	17-1901
	4FW-528	2FB-643	17-1902
1	Woolery Model NU Tie Cutter, complete with accessories, Serial #660.	17-1893	\$16.75
Total Railbound			<u>3372,410.14</u>

SCHEDULE A-1
OF

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SECURITY AGREEMENT BETWEEN
CHICAGO AND NORTH WESTERN RAILWAY COMPANY, DEBTOR
AND

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY, AGENT-SECURED PARTY
DATED NOVEMBER 13, 1968

NON-RAILBOUND

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Railroad's System Number</u>	<u>Original Final Cost</u>
3	Speed Swings Model 441-A, Serial Nos. 1589, 1602, and 1603	17-1889 thru 17-1891	\$ 88,176.00
1	Kohler Model 3 RMH 21 Remote Electric Plant, 3,000 watt 120 volt, 1Ø 2 wire, A.C. - Spec. 42400H	17-1899	514.69
1	Caterpillar D6 Tractor, Serial #10K802, equipped with Hydraulic Control, Bulldozer, Cab, etc.	17-1908	36,075.28
1	Farrel Fully-Automated End Drive Hydraulic Burnish Machine and one (1) extra set of solid carbide burnishing rolls, Serial #67R-2287	5-2532	105,325.00
1	Miller Model HT12E Tilt Top Trailer, Serial #9931	19-1338	1,506.70
1	Miller Tilt Top Trailer, Model HT12E1 Serial #9887	19-1337	1,465.10
1	Westinghouse Model 85RG1-E Compressor Engine #53827, Tank R9391, Serial #246X1494	17-1888	2,744.00
1	Pierce Model PTE-20-7, 3 Ton Pole Trailer Serial #1849	19-1346	2,299.76
1	Powers-American Standard AP-50 Pole Trailer Serial #126503	19-1351	2,331.51
2	WNP 200 1B Welders, 2100M1100, 0234-860 with H200 Accessory Kit, Serial Nos. 034037 and 033966 respectively.	6-6595 6-6596	700.00 700.00
1	International 3444 Loader Tractor, Serial #1197 including 2111 rotary cutter with safety chains.	19-1340	5,195.54
1	10' x 30' Portable Station Office, Serial #304750	30-8	4,906.58

SCHEDULE A-1

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OF

SECURITY AGREEMENT BETWEEN

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AND

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY, AGENT-SECURED PARTY

DATED NOVEMBER 13, 1968

NON-RAILBOUND (Cont'd)

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Railroad's System Number</u>	<u>Original Final Cost</u>
1	Jaeger Rotary Air Compressor powered by a GMC Model 3-71 diesel engine, complete unit mounted on four pneumatic tired running gear with electric brakes, Serial #RC 29574	17-1909	\$ 8,069.25
1	Jenny Model 3500-OEP Steam Cleaner 220/440 motor, 1 extra cleaning gun with 25' hose, 2 gun manifold #44 oriface, low water cut-off	17-1898	1,945.00
1	Pettibone-Mulliken Speed Swing, Model 441-A, Serial #1624	17-1916	32,211.73
1	Magnesium Mobile Loading Ramp, Model MLR-SG-16-7-36, Serial #5-68-1769	2-1029	4,054.50
1	Davis TF-300 Trencher with Model THD 18 HP engine, and electric starter, 10" cleat pads, hydraulic operated 40" boom, 6 inches wide with a tooth on each space 52" rear mounted hydraulic controlled angle dozer blade, Serial #4163	17-1907	3,890.65
1	35'x10' Portable Office, Ser.#354754	30-1	5,475.62
1	35'x10' Portable Office, Ser.#354756	30-2	5,455.22
1	35'x10' Portable Office, Ser.#304752	30-4	4,855.38
1	35'x10' Portable Office, Ser.#304738	30-5	4,958.18
1	35'x10' Portable Office, Ser.#304746	30-6	5,010.18
1	35'x10' Portable Office, Ser.#304744	30-7	4,982.18
1	35'x10' Portable Office, Ser.#304748	30-9	4,794.98
1	35'x10' Portable Office, Ser.#304736	30-10	4,795.78
1	35'x10' Portable Office, Ser.#304740	30-11	4,703.38
1	35'x10' Portable Office, Ser.#304742	30-12	4,831.38
1	John Deere #300 Wheel Loader, gas tractor with loader #0034750, Ser.#071761	19-1349	6,979.50
1	35'x10' Portable Office, Ser.#304734	30-3	<u>4,717.38</u>
	Total Non-Railbound		<u>\$363,671.05</u>
	Grand Total -- Railbound and Non-Railbound		<u>\$736,081.19</u>